

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MARIE CHANTALE JOSEPH,

Plaintiff,

- against -

NORTHWOOD GROUP, LLC; CENTURY 21 WOLFF &
SON BUSINESS BROKERS INC.; FREMONT
INVESTMENT AND LOAN, WILNER LUCTAMAR;
SG AMERICAS SECURITIES; GMAC MORTGAGE;
XYZ CORPORATION, (said name being fictitious, it
being the intention of plaintiff to designate any corporation
having a legal interest in plaintiff's mortgages);
Does 1-10, (Said names being fictitious, it being the
intention of plaintiff to designate any individual or
corporation responsible in some manner for the injuries
sustained by Plaintiff),

Defendants.

Case No.: 08-cv-3644 (SCR)

ECF CASE

**ANSWER AND
AFFIRMATIVE DEFENSES**

Defendant, SG Americas Securities, LLC ("SG Americas") by and through its undersigned attorneys, do hereby answer the Complaint (the "Complaint") filed by plaintiff, Marie Chantale Joseph, ("Joseph") in the captioned matter as follows:

I. INTRODUCTION

1. SG Americas denies the allegation contained in Paragraph 1 of the Complaint.

II. JURISDICTION & VENUE

2. Paragraph 2 of the Complaint is an allegation of jurisdiction and does not require a response from SG Americas.
3. Paragraph 3 of the Complaint is an allegation of jurisdiction and does not require a response from SG Americas.

4. Paragraph 4 of the Complaint is an allegation of venue and does not require a response from SG Americas.

III. PREDATORY LENDING

5. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 5 of the Complaint.

6. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 6 of the Complaint.

7. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 7 of the Complaint.

8. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 8 of the Complaint.

9. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 9 of the Complaint.

10. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 10 of the Complaint.

IV. PARTIES

11. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 11 of the Complaint.

12. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 12 of the Complaint.

13. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 13 of the Complaint.

14. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 14 of the Complaint.

15. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 15 of the Complaint.

16. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 16 of the Complaint.

17. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 17 of the Complaint.

18. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 18 of the Complaint.

19. SG Americas denies the allegations contained in Paragraph 19, except admits that SG Americas was and is a Delaware limited liability corporation and is registered as a New York foreign limited liability company, with a place of business in New York, New York.

20. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 20 of the Complaint.

21. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 21 of the Complaint.

22. SG Americas denies the allegations contained in Paragraph 22 of the Complaint.

V. FACTUAL ALLEGATIONS

23. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 23 of the Complaint.

24. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 24 of the Complaint.

25. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 25 of the Complaint.

26. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 26 of the Complaint.

27. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 27 of the Complaint.

28. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 28 of the Complaint.

29. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 29 of the Complaint.

30. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 30 of the Complaint.

31. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 31 of the Complaint.

32. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 32 of the Complaint.

33. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 33 of the Complaint.

34. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 34 of the Complaint.

35. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 35 of the Complaint.

36. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 36 of the Complaint but refers the Court to the Joseph Loan Application for the full and correct terms of the Application.

37. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 37 of the Complaint but refers the Court to the Augustine Loan Application for full and correct terms of the Application.

38. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 38 of the Complaint.

39. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 39 of the Complaint.

40. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 40 of the Complaint.

41. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 41 of the Complaint.

42. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 42 of the Complaint.

43. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 43 of the Complaint.

44. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 44 of the Complaint.

45. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 45 of the Complaint.

46. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 46 of the Complaint.

47. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 47 of the Complaint.

48. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 48 of the Complaint.

49. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 49 of the Complaint, but refers the Court to the underlying loan documents for the full and correct terms of the loans.

50. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 50 of the Complaint.

51. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 51 of the Complaint.

52. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 52 of the Complaint.

53. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 53 of the Complaint.

54. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 54 of the Complaint.

55. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 55 of the Complaint.

56. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 56 of the Complaint.

57. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 57 of the Complaint.

58. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 58 of the Complaint.

59. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 59 of the Complaint.

60. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 60 of the Complaint.

61. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 61 of the Complaint.

62. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 62 of the Complaint.

63. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 63 of the Complaint.

64. SG Americas denies the allegations contained in Paragraph 64 of the Complaint.

65. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 65 of the Complaint.

66. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 66 of the Complaint.

67. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 67 of the Complaint.

VI. INJURIES

68. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 68 of the Complaint.

69. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 69 of the Complaint.

70. SG Americas is without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 70 of the Complaint.

VII. CLAIMS

FIRST CLAIM

**Violation of the Fair Housing Act, 42 U.S.C. §§ 3604, 3605
(Against Northwood, Century 21, Fremont, Does 1-10 and Wilner Luctamar)**

71. SG Americas incorporates by reference the foregoing responses to paragraphs 1 through 70 as though fully set forth herein.

72. SG Americas denies Paragraph 72 of the Complaint.

73. SG Americas denies Paragraph 73 of the Complaint.

74. SG Americas denies Paragraph 74 of the Complaint.

SECOND CLAIM

**Violation of the Equal Credit Opportunity Act, 15 U.S. C. § 1691 *et seq.*,
(Against Northwood, Century 21, Fremont, Does 1-10 and Wilner Luctamar)**

75. SG Americas incorporates by reference the foregoing responses to paragraphs 1 through 74 as though fully set forth herein.

76. SG Americas denies Paragraph 76 of the Complaint.

77. SG Americas denies Paragraph 77 of the Complaint.

78. SG Americas denies Paragraph 78 of the Complaint.

79. SG Americas denies Paragraph 79 of the Complaint.

80. SG Americas denies Paragraph 80 of the Complaint.

THIRD CLAIM

**Deprivation of Civil Right In Violation of 42 U.S.C. §§ 1981, 1982, and 1985
(Against Northwood, Century 21, Fremont, Does 1-10 and Wilner Luctamar)**

81. SG Americas incorporates by reference the foregoing responses to paragraphs 1 through 80 as though fully set forth herein.

82. SG Americas denies Paragraph 82 of the Complaint.

83. SG Americas denies Paragraph 83 of the Complaint.

84. SG Americas denies Paragraph 84 of the Complaint.

85. SG Americas denies Paragraph 85 of the Complaint.

86. SG Americas denies Paragraph 86 of the Complaint.

87. SG Americas denies Paragraph 87 of the Complaint.

88. SG Americas denies Paragraph 88 of the Complaint.

FOURTH CLAIM

Violation of the Deceptive Practices Act, New York State General Business Law § 349 (Against Northwood, Century 21, Fremont, Does 1-10 and Wilner Luctamar)

89. SG Americas incorporates by reference the foregoing responses to paragraphs 1 through 88 as though fully set forth herein.

90. SG Americas denies Paragraph 90 of the Complaint.

91. SG Americas denies Paragraph 91 of the Complaint.

92. SG Americas denies Paragraph 92 of the Complaint.

93. SG Americas denies Paragraph 93 of the Complaint.

FIFTH CLAIM

Fraud (Against Northwood, Century 21, Fremont, Does 1-10 and Wilner Luctamar)

94. SG Americas incorporates by reference the foregoing responses to paragraphs 1 through 93 as though fully set forth herein.

95. SG Americas denies Paragraph 95 of the Complaint.

96. SG Americas denies Paragraph 96 of the Complaint.

97. SG Americas denies Paragraph 97 of the Complaint.

98. SG Americas denies Paragraph 98 of the Complaint.

99. SG Americas denies Paragraph 99 of the Complaint.

SEVENTH CLAIM

(Sic)

**Breach of Fiduciary Duty
(Against Luctamar)**

100. SG Americas incorporates by reference the foregoing responses to paragraphs 1 through 99 as though fully set forth herein.

101. SG Americas denies Paragraph 101 of the Complaint.

102. SG Americas denies Paragraph 102 of the Complaint.

103. SG Americas denies Paragraph 103 of the Complaint.

104. SG Americas denies Paragraph 104 of the Complaint.

EIGHTH CLAIM

(Sic)

**Violation of Human Rights Law, New York Executive Law §§ 290, *et seq.*
(Against Northwood, Century 21, Fremont, Does 1-10 and Wilner Luctamar)**

105. SG Americas incorporates by reference the foregoing responses to paragraphs 1 through 104 as though fully set forth herein.

106. SG Americas denies Paragraph 106 of the Complaint.

107. SG Americas denies Paragraph 107 of the Complaint.

108. SG Americas denies Paragraph 108 of the Complaint.

109. SG Americas denies Paragraph 109 of the Complaint.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff fails to state a claim against SG Americas.

SECOND AFFIRMATIVE DEFENSE

Plaintiff is barred from recovery against SG Americas on the basis of the doctrines of waiver, estoppel and laches.

THIRD AFFIRMATIVE DEFENSE

Plaintiff is barred from recovery against SG Americas on the basis that the personal and economic losses and damages of the Plaintiff, if any, were caused in whole or part by the acts or omissions of third parties over whom SG Americas had no control, and for which SG Americas should not be held liable to Plaintiff.

FOURTH AFFIRMATIVE DEFENSE

SG Americas hereby incorporates the defenses of the other Defendants to the extent that they are applicable to SG Americas.

* * *

SG Americas reserves the right to assert additional affirmative defenses should they be warranted based on the facts disclosed through discovery.

WHEREFORE, SG Americas prays that any and all claims against SG Americas by Plaintiff be dismissed in their entirety together with costs and reasonable attorneys fees and for such other further relief as my be deemed appropriate.

DATED this 19th day of May, 2008

THACHER PROFFITT & WOOD LLP

By: _____/s/_____

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